COLLECTIVE AGREEMENT

BETWEEN

CANADIAN UNION OF PUBLIC EMPLOYEES

CUPE LOCAL 46

and

THE TOWN OF REDCLIFF

January 1, 2020 to December 31, 2023

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The Agreement made the 24th day of February 2020
BETWEEN

THE TOWN OF REDCLIFF
(Hereinafter referred to as "the Employer")
Party of the first part

AND

CANADIAN UNION OF PUBLIC EMPLOYEES

CUPE LOCAL 46
(Hereinafter referred to as "the Union")
Party of the second part

ARTICLE 1: DEFINITIONS

1.01 PERMANENT FULL TIME EMPLOYEE

Is a person employed on a full-time basis that has successfully completed the probationary period (see Article 12.03) in a position, which is part of the Employer's continuing operation on a full time basis.

1.02 PERMANENT PART TIME

Is a person employed on a year round basis who has successfully completed the probationary period (see Article 12.03) in a position, which is part of the Employers continuing operation on a part time basis. A part time Employee whose hours of work are over sixty-five percent (65%) of an equivalent full-time position calculated semi-annually shall receive the benefits of this Collective Agreement as specified in Article 21.

1.03 PROBATIONARY EMPLOYEE

Is a newly hired Employee serving the first period of employment as outlined in this Agreement as the probationary period. This period (the probationary period) is for the purpose of allowing the Employer to assess the new Employee's ability and suitability for continued employment. During the probationary period, the probationary Employee does not have access/privilege to the grievance process as it relates to just cause scenarios of termination of employment.

1.04 SEASONAL EMPLOYEE

Is a person hired on a seasonal basis who does not work year round and is subject to annual layoff.

1.05 TEMPORARY / RELIEF EMPLOYEE

Is a person employed to fill a position made temporarily vacant as a result of absence of a permanent Employee on leave of absence or vacation. The tenure of this Employee shall not exceed the span of one (1) year unless the position is posted and filled as permanent.

In the case of illness of a permanent Employee the tenure of the temporary /relief Employee shall not exceed the span of two (2) years unless the position is posted and filled as permanent.

ARTICLE 2: PURPOSE OF AGREEMENT

2.01 PURPOSE OF AGREEMENT

It is the purpose of both parties to this Agreement:

(a) To improve relations between the Employer and the Union and provide settled and just conditions of employment.

(b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, service, etc.

(c) To encourage efficiency in operations.

(d) To promote the morale, well-being and security of all Employees in the bargaining unit of the Union.

ARTICLE 3: MANAGEMENT RIGHTS

3.01 MANAGEMENT RIGHTS

The management of the Town, the direction of staff, and all customary rights of the management, including but not limited to the right to direct, plan, and control Town operations; to schedule working hours; to hire, promote, demote, transfer, suspend, and discharge Employees for just cause; to release Employees for lack of work; and the right to introduce new and improved methods of operation, is vested exclusively with Management, subject to the provisions of this Agreement. Notwithstanding the foregoing, the Town retains all rights not expressly limited by the terms of this agreement.

3.02 NOT DISCRIMINATORY

The Employer shall exercise its rights in a fair and reasonable manner and shall only dismiss for just cause.

ARTICLE 4: RECOGNITION & NEGOTIATION

4.01 BARGAINING UNIT

The Employer recognizes the Canadian Union of Public Employees Local 46 as the sole and exclusive collective bargaining agent for all of its Employees as outlined in the *Labour Relations Certificate* #395-92 and hereby agrees to negotiate with the Union, or any of its authorized committees, concerning all matters within this agreement affecting the relationship between parties, aiming towards a peaceful and amicable settlement of any differences that may arise between them.

4.02 WORK OF THE BARGAINING UNIT

Persons, paid or unpaid, who are not in the bargaining unit, shall not work on any jobs for longer than thirty (30) working days which are included in the bargaining unit except in the following cases:

i. Where it has been mutually agreed in writing between the Union and the Employer.
ii. In an emergency and there are insufficient Employees available to do the work.
iii. During periods of training when necessary.

4.03 NO OTHER AGREEMENTS

No Employee shall be required or permitted to make a written or verbal agreement with the Employer or their representative, which may conflict with the terms of this Collective Agreement.

4.04 RIGHT OF FAIR REPRESENTATION

The Union shall have the right at any time to have the assistance of Representative(s) of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such Representative(s) shall have access to the Employer's premises by appointment, in order to deal with any matters arising out of this Collective Agreement.

4.05 UNION OFFICERS & COMMITTEE MEMBERS

The Chief Steward and/or Shop Steward shall be entitled to leave their work during working hours in order to carry out their functions under this Agreement, including the investigation and processing of grievances, attendance at meetings with the Employer, and participation in negotiations and arbitration. Permission to leave work during working hours for such purposes shall first be obtained from the Immediate Supervisor. Such permission shall not be unreasonably withheld. All time spent within the normal hours of work in performing such Union duties, including work performed on various committees, shall be considered as time worked.

4.06 LABOUR MANAGEMENT COMMITTEE

It is mutually agreed that a Labour Management Committee be formed consisting of up to three (3) representatives of the Employer and up to three (3) representatives of the Union, in addition to the National Representative.

The parties agree that Labour Management Committee meetings will be held on a regular basis at least two times a year. In the event that there is no meeting or agenda proposed by either party the meeting shall be cancelled.

Representatives of the Union in the employ of the Town of Redcliff shall suffer no loss of regular pay as a result of attendance at such meetings.

4.07 NAMES OF STEWARDS

The Union shall notify the Employer in writing of the name of the Steward and the name of the Chief Steward, before the Employer shall be required to recognize them.

ARTICLE 5: BULLYING, DISCRIMINATION AND HARASSMENT

5.01 BULLYING, DISCRIMINATION AND HARASSMENT

The Employer and the Union recognize the right of all Employees to work and conduct business and otherwise associate free from bullying, discrimination, harassment or sexual harassment.

No Employee shall be bullied, discriminated or harassed against on account of their being a member of a Trade Union or filling any position therein.

No Employee shall be discriminated against because of race, religious beliefs, colour, gender, physical disability, mental disability, age, ancestry, place of origin, marital status, source of income, family status or sexual orientation or any other protected ground in *Alberta Human Rights Legislation* of that person or of any other person.

The Employer agrees that no Employee shall be subject to bullying, harassment or sexual harassment as per Employer Policy, Guidelines and Procedures. Failure of Employees to follow such may result in disciplinary procedures up to and including termination.

For the purpose of this Article bullying will be described as intentional or repetitive acts or verbal comments that could hurt or isolate a person in the workplace.

For the purposes of this Article harassment will be described as offensive comments and or actions which demean and belittle an individual and or cause personal humiliation. This definition includes sexual harassment.

ARTICLE 6: UNION MEMBERSHIP REQUIREMENTS

6.01 ALL EMPLOYEES TO BE MEMBERS

As a condition of employment, all Employees are included in CUPE certification, as it applies to the Town of Redcliff.

ARTICLE 7: CHECKOFF OF UNION DUES

7.01 CHECK OFF PAYMENTS

The Employer shall deduct from every Employee any regular dues, levied by the Union on its members.

7.02 DEDUCTIONS

Deductions shall be forwarded in one (1) cheque to the Secretary-Treasurer of the Union not later than the fifteenth (15^{th}) of the following month for which the dues were levied. The cheque shall be accompanied by a list of the names, addresses, phone numbers, on record classifications and wages from whom the deductions have been made. The Employer shall forward a copy of this list to Local 46 of the Canadian Union of Public Employees.

7.03 DUES RECEIPTS

At the same time that Income Tax (T-4) slips are made available, the Employer shall indicate the amount of Union dues paid by each Union member in that taxation year.

ARTICLE 8: CORRESPONDENCE

8.01 CORRESPONDENCE

All correspondence between the parties arising out of this Agreement or incidental thereto shall normally pass to and from the Municipal Manager for the Town of Redcliff and the Chief Steward and/or the Shop Steward and the President of CUPE Local 46. Where an Officer of Local 46 or the CUPE National Representative corresponds directly to the Municipal Manager, written response will be directed to that person with a copy to the Chief Steward or Shop Steward and designated officer of Local 46 and the CUPE National Representative.

Where such correspondence is of a disciplinary nature the correspondence related to the discipline shall pass from the Employer to the President of Local 46, with a copy to the Chief Steward or Shop Steward, the Municipal Manager and the person being disciplined.

ARTICLE 9: GRIEVANCE PROCEDURE

9.01 RECOGNITION OF UNION STEWARDS

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union and the Union Stewards. The Union may assist any Employee in preparing and presenting their grievance in accordance with the grievance procedure.

9.02 SETTLING OF GRIEVANCES

(a) For the purpose of calculating time limits for grievances, "working day" shall mean any Monday to Friday unless that day is a Paid Holiday according to this Agreement, or a Holiday declared by the Provincial or Federal Government.

(b) In this section, immediate Supervisor shall mean the out-of-scope Employee who supervises the Employee or the senior manager that is head of the respective department (Department Head).

(c) An earnest effort shall be made to settle the grievance fairly and promptly in the following manner:

STEP 1: When an incident or dispute arises that may become the subject of a written grievance, the Employee, the Union Representative, or the two together, should endeavor to arrange a meeting with the Immediate Supervisor or the senior manager that is head of the respective department (Department Head) to discuss and seek to resolve the matter prior to submitting the grievance formally in writing.

STEP 2: The grievor, through the Union, will submit the grievance to the grievor's Immediate Supervisor or Department Head, in writing within twenty (20) working days of the incident or discipline imposed, stating the particulars of the grievance and the redress sought. The grievor's Immediate Supervisor or Department Head shall meet with the griever and the Union and render their decision in writing to the griever, through the Union, within ten (10) working days upon receipt of the grievance.

STEP 3: Failing a settlement being reached in Step 2, within ten (10) working days the griever, through the Union, will submit the grievance to the Municipal Manager, who shall meet with the griever and the Union and render their decision in writing to the griever, through the Union, within ten (10) working days of receiving the grievance.

STEP 4: Failing a satisfactory settlement being reached in Step 3, the Union may, within twenty (20) workings days, refer the dispute to Arbitration.

9.03 PERMISSION TO LEAVE WORK

The Employer agrees that Stewards shall not be hindered, in any way in the performance of their duties under this Agreement while investigating disputes and presenting adjustments as provided in this Article. The Union recognizes that each Steward is

employed full time by the Employer, and that they will not leave their work during working hours except to perform their duties under this Agreement. Therefore, no Steward shall leave their work without obtaining the permission of their supervisor.

9.04 DEFINITION OF GRIEVANCE

A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement.

9.05 POLICY GRIEVANCE

Where a dispute involving a question of general application or interpretation occurs, or where a group of Employees or the Union has a grievance, Step 1 of this Article may be by-passed by mutual agreement between the Municipal Manager and the Union.

9.06 UNION MAY INSTITUTE GRIEVANCES

The Union and its Representative shall have the right to originate a grievance on behalf of a group of Employees and to seek adjustment with the Employer in the manner provided by the Grievance Procedure. Such a grievance shall commence at Step 2 and be accompanied with a letter of support from the group of Employees seeking the adjustment with the Employer.

9.07 DEVIATION FROM GRIEVANCE PROCEDURE

After a grievance has been initiated by an Employee through the Union, the Employer's Representative shall not enter into discussion or negotiation with respect to the grievance, either directly or indirectly with the aggrieved Employee, without the consent of the Union. Violation of this section shall result in the grievance being allowed.

9.08 REPLIES IN WRITING

Replies to grievances stating reasons shall be in writing at all stages.

ARTICLE 10: ARBITRATION

10.01 COMPOSITION OF BOARD OF ARBITRATION

When either party requests that a grievance be submitted to Arbitration, the request shall be in writing addressed to the other party of the Agreement, indicating the name of its nominee on an Arbitration Board. Within five (5) working days thereafter, the other party shall answer in writing indicating the name and address of its nominee to the Arbitration Board. The two nominees shall select an impartial chairperson.

10.02 FAILURE TO APPOINT

If the party receiving the notice fails to appoint an arbitrator, or if the two nominees fail to agree upon a chairperson within seven (7) working days of their appointment, the appointment shall be made by the Minister of Labour upon request of either party.

10.03 BOARD PROCEDURE

(a) In resolving disputes, an Arbitration Board shall have regard to the real substance of the matters in dispute and the respective merits of the positions of the parties and shall apply principles consistent with the *Alberta Labour Relations Code*.

(b) The Arbitration Board shall have the power to receive and accept evidence and information on oath, affidavit, or otherwise as in its discretion it considers proper, whether or not the evidence is admissible in a court of law.

(c) A grievance or Arbitration shall not be deemed invalid by reason of a defect in form or technical irregularity.

10.04 DECISION OF THE BOARD

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The decision of the Board of Arbitration shall be final, binding and enforceable on all parties, and may not be changed. The Board of Arbitration shall not have the power to change this Agreement or to alter, modify or amend any of its provisions or make any decision contrary to the provisions of this Agreement. However, the Board shall have the power to amend a grievance, modify penalties or dispose of a grievance by any arrangement which it deems just and equitable.

10.05 DISAGREEMENT ON DECISION

Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chairperson of the Board of Arbitration to reconvene the Board to clarify the decision.

10.06 EXPENSES OF THE BOARD

Each party shall pay:

(a) The fees and expenses of the nominee it appoints.

(b) One-half (1/2) of the fees and expenses of the Chairperson.

10.07 AMENDING OF TIME LIMITS

The time limits fixed in both the grievance and Arbitration procedure are mandatory unless extended by consent of the parties in writing.

10.08 WITNESSES

(a) At any stage of the grievance or arbitration procedure, the parties shall have the assistance of the Employee or the Employees involved and any necessary witnesses.

(b) The Union and the Town agree to share the cost of wages on a 50/50 basis for attendance of the grievor at arbitration hearings.

(c) For other witnesses, responsibility for lost wages for attendance at a hearing(s) shall be borne by the party calling the person as a witness.

(d) The Union agrees to reimburse the Town for wages paid by the Town to those persons as above required.

(e) The Union shall provide the Town with written confirmation of the individual(s) they require as witness(s).

10.09 SINGLE ARBITRATOR

The parties shall have the option of referring a grievance to a single Arbitrator as follows:

The Employer and Union may agree in writing to the appointment of a person as a single Arbitrator to be known as a Grievance Commissioner. The Grievance Commissioner shall have the same power and be subject to the same limitations as a Board of Arbitration. The decision of the single Arbitrator shall be binding on both parties.

10.10 REASONABLE ARRANGEMENTS

All reasonable arrangements shall be made to permit the conferring parties or Arbitrator(s) to have access to the Employer's premises to view any working conditions, which may be relevant to the settlement of the grievance.

ARTICLE 11: DISCHARGES, SUSPENSION & DISCIPLINE

11.01 DISCHARGES & DISCIPLINE PROCEDURE

(a) An Employee may be dismissed or disciplined, but only for just cause, as outlined in this Agreement. Such discipline shall be carried out by a management Employee assigned, and in most situations the Employee's Immediate Out of Scope Supervisor, the Department Head or in their absence or in serious or emergent situations, the Municipal Manager.

(b) Prior to the imposition of discipline or discharge, the Employee shall have the right to have a Union Representative present during the carrying out of any discipline, discharge or related investigation. The Management Employee carrying out the discipline or discharge shall have the opportunity to have another Management Employee present while carrying out the discipline or discharge.

(c) The Employee and the Union will be provided with a written record of any discipline imposed within ten (10) working days.

(d) Upon request, the Union will be provided with any information relevant to the disciplinary matter.

11.02 MAY OMIT GRIEVANCE STEPS

An Employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 9, Grievance Procedure. Steps 1 and 2 of the grievance procedure will be omitted in such cases.

11.03 BURDEN OF PROOF

In cases of discharge and/or discipline, the burden of proof of just cause shall rest with the Employer.

11.04 PERSONNEL RECORDS

(a) An Employee shall have the right, upon giving notice to the Municipal Manager or in their absence their designate, to have access and review their personnel record.

(b) Access to their personnel record, other than in extraordinary situations, shall be given prior to the end of the following workday.

(c) Any disagreement as to the accuracy of information contained in the file may be subject to the Grievance Procedure and the eventual resolution thereof shall become part of the Employee's record.

(d) Information of which the Employee was not made aware of at the time of filing shall not be introduced as evidence at any hearing.

(e) An Employee may request photocopies of any material contained in their personnel record and such copies shall be provided to the Employee at no cost by the end of the following working day.

(f) An Employee who has been subject to disciplinary action may, after two (2) years of continuous service from the date the disciplinary measure was invoked, request that the Employee's personnel file be cleared of any record of the disciplinary action, if the Employee has maintained a clear record without any disciplinary warning or suspension in two (2) years. The request will be responded to within five (5) working days.

ARTICLE 12: SENIORITY

12.01 SENIORITY DEFINED (TYPE OF SENIORITY UNIT)

Seniority is defined as the length of service in the bargaining unit and shall include service with the Employer prior to the certification or recognition of the Union. Seniority shall operate on a bargaining-unit-wide basis subject to Article 13.03.

12.02 SENIORITY LIST

The Employer shall maintain a seniority list showing the current classification, the date upon which each Employee's service commenced and accumulated seniority in the case of

Employees other than permanent. Where two (2) or more Employees commence work on the same day, preference shall be in accordance with the date of application. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in March of each year.

12.03 PROBATION FOR NEWLY HIRED EMPLOYEES

(a) A newly hired Employee filling a permanent position shall be declared a Probationary Employee for the first six (6) months of employment (the probationary period). After completion of the probationary period, the Employee shall be declared permanent, and seniority shall be effective from the original date of employment. The probation period can be extended one (1) time up to an additional six (6) months upon notification in writing to the Union.

(b) A newly hired Seasonal or Temporary Relief Employee shall be declared a Probationary Employee until the completion of 1040 hours worked. After completion of the probationary period, the probationary status shall be removed, and seniority shall be effective from the original date of employment. The probation period can be extended one (1) time up to an additional 1040 hours worked upon notification in writing to the Union.

(c) On or about the midpoint of the probationary period, the Employer shall meet with the Probationary Employee for the purpose of advising the Employee of their performance in writing, so the Employee is able to work toward resolving any concerns through the remaining portion of the probationary period.

(d) A permanent Employee shall only serve one (1) initial probationary period. However, Employees who are successful in applying for a position are required to serve the trial period in accordance with Section 13.04.

(e) A non-permanent Employee who fills a permanent vacancy shall be required to serve probation as stated in 12.03 (a) in addition to any probation already served in 12.03(b).

12.04 LOSS OF SENIORITY

An Employee shall not lose seniority if they are absent from work because of sickness, disability, accident, layoff or leave approved by the Employer except when:

(a) They are discharged for just cause and is not reinstated.

(b) They resign in writing.

(c) They fail to return to work following layoff and after receiving notice by email and/or regular mail to the last known address to do so unless through sickness or other just cause. The refusal of an Employee to accept recall of such employment will result in termination of seniority. Laid off Employees engaged in alternate employment and who are recalled shall be permitted to give their current employment reasonable notice of termination to accept the recall. In keeping with this Article, it is the

Employee's responsibility to ensure the Employer has their most current contact information.

(d) They are off the Employer's payroll for a period in excess of twelve (12) months. During the period of time between twelve (12) and twenty-four (24) months the Employee's seniority will be frozen and not accumulate.

ARTICLE 13: PROMOTIONS & STAFF CHANGES

13.01 JOB POSTINGS

When a new position is created, or when a vacancy of a temporary or permanent nature occurs, within the bargaining unit, the Employer shall post a notice of the position in each of the following facilities (Public Services, Town Office, Regional Landfill, and when in service the Aquatic Centre and Rec-Tangle) for a minimum of five (5) working days so that all members will know about the vacancy or new position. The Employer reserves the right to decide whether or not the vacancy shall be filled and the requirement for posting is dependent upon the decision whether to fill the vacancy and will notify the Union if they choose not to fill and the reasons why. The Employer will notify the Union prior to advertising externally.

13.02 INFORMATION IN POSTINGS

Postings for positions shall contain the following information:

(a) Normal hours of work;

(b) Salary range; and

(c) Either incorporated in the posting or as an attachment, a job description which outlines the nature of the position, qualifications, and the required knowledge and skills.

13.03 ROLE OF SENIORITY IN PROMOTIONS, TRANSFERS & STAFF CHANGES

(a) Both parties recognize:

i. The principle of promotions within the service of the Employer, and
ii. That job opportunity should increase in proportion to the length of service.

(b) In making promotions, and permanent transfers, the determining factors shall be knowledge, ability, skills, and other relevant experience, and where these factors are deemed by the Employer to be relatively equal, seniority shall be the deciding factor.

(c) The order of consideration shall be as follows:

i. First consideration, using the criteria established under 13.03 (b), shall be given to permanent Employees

ii. In the event no permanent Employee is selected, or in the event of the selection being for a non-permanent position, the position will be posted for all non-permanent Employees, and simultaneously advertised outside the bargaining unit for outside applicants.

iii. In the evaluation and selection of non-permanent and outside bargaining unit applicants, if non-permanent applicants qualify using the following criteria: required qualifications, experience, and abilities, as established in the job description, they shall be provided first consideration. Seniority shall be used for the purpose of making a selection between non-permanent applicants, should two or more non-permanent applicants qualify.

iv. If appointment to positions are not made within four (4) weeks of the posting being advertised, the Employer shall provide the Union with reasons.

13.04 TRIAL PERIOD

The successful applicant shall be notified as soon as possible following the end of the posting period. They may be given a trial period of up to thirty (30) working days by mutual agreement, during which time they will receive the necessary training for the position. This trial period will be extended upon request from either party in writing to a maximum of sixty (60) working days. Conditional on satisfactory service, the Employee shall be declared permanent in the position after the completion of the trial period. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the Employee is unable or unwilling to continue to perform the duties of the new job classification, they shall be returned to their former position, wage or salary rate, without loss of seniority. Any other Employee affected because of the rearrangement of positions shall also be returned to their former position, wage or salary rate, without loss of seniority.

13.05 NOTIFICATION TO EMPLOYEE & UNION

The Union shall be notified of all promotions, demotions, hiring's, layoffs, and transfers, within the scope of the Certificate #395-92.

13.06 JOB TRAINING

The Employer recognizes the benefits of job training and will endeavor to accomplish this by:

(a) Providing opportunities for Employees to pursue and enhance the qualifications for the position they hold.

(b) Providing training to enhance job skills and provide Employees an opportunity to advance.

(c) Providing opportunities for Employees to work together and pursue various opportunities for safety training to develop and maintain a safe work environment.

(d) The above-mentioned training may include any of the following, or combination of the following:

i. On the job training in a position of a higher level;
ii. Working with senior Employees;
iii. On-the-job training in a position of equal level but different work;
iv. On-site courses put on by the Employer for any of the above purposes;
v. Off-site training for any of the above purposes;
vi. Opportunities for training will be distributed as equally as possible to Employees requesting such training within budgetary and operational constraints;
vii. The pay and benefits of an Employee will not be affected by any periods of training.

ARTICLE 14: LAYOFFS & RECALLS

14.01 DEFINITION OF LAYOFF

A layoff shall be defined as a reduction in the work force or a reduction in the regular hours of work as defined in this Agreement.

14.02 ROLE OF SENIORITY IN LAYOFFS

(a) Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, Employees shall be laid off in the reverse order of their bargaining-unit-wide seniority. An Employee about to be laid off may bump any Employee with less seniority, providing the Employee exercising the right is qualified to perform the work of the Employee with less seniority in accordance with Section 13.03(b). The right to bump shall not include the right to bump up.

(b) No permanent Employee shall be laid off while there are Seasonal and/or Relief Employees on staff, subject to necessary qualifications.

(c) In the event of lay off, permanent seniority shall take precedent and may be exercised over all other tenured Employees (see definitions). Seasonal Employees may only exercise their seniority against other Seasonal Employees. Temporary/Relief Employees do not accumulate seniority for the purpose of layoff or recall.

14.03 RECALL PROCEDURE

Permanent Employees shall be recalled in the reverse order of layoff provided they are qualified to perform the duties of the vacant position.

Seasonal Employees shall be recalled for their previously held position in the reverse order of layoff provided they remain qualified to perform the duties of that position.

In the case where the Employer undergoes a governance-based entity change for the purpose of service delivery the parties shall meet to discuss the implications to the current Employees.

14.04 NO NEW EMPLOYEES

New Employees shall not be hired until those laid off have been given an opportunity of recall, provided they are qualified for that position.

14.05 ADVANCE NOTICE OF LAYOFF

Unless legislation is more favorable to the Employees, the Employer shall notify Employees who are to be laid off two (2) weeks or more prior to the effective date of layoff. If the Employee has not had the opportunity to work the days as provided in this Article, they shall be paid for the days for which work was not made available.

14.06 SEVERANCE PAY

A permanent Employee shall be given two (2) weeks' notice or severance pay on the basis of two (2) weeks' pay at the regular rate for the position last occupied for each year of employment to a maximum of twenty-six (26) weeks if the Employer:

(a) Ceases wholly or partly the operations.

(b) Merges with another Employer.

(c) The aforementioned provisions are applicable where the Employer is unable to provide work for the displaced Employee at a comparable rate of pay in a comparable class of work.

ARTICLE 15: HOURS OF WORK

15.01 REGULAR HOURS OF WORK

(a) Regular working hours shall be eight (8) hours per day; forty (40) hours per week; Monday to Friday, except where specified in subsection (b), and those involved where more than a five (5) day per week operation is essential. Twenty-four (24) hours' notice shall be given for any shift change. Employee(s) shall receive two times (2x) the regular pay for all hours worked in the shift where the requisite notice was not provided.

(b) All Employees in the following departments shall have regular working hours of seven and one half (7.5) hours per day; thirty-seven and one half (37.5) hours per week; Monday to Friday, except for those where more than a five (5) day operation is essential. Twenty-four (24) hours' notice shall be given by management for any shift change. Employee(s) shall receive two times (2x) the regular pay for all hours worked in the shift where the requisite notice was not provided.

Finance and Administration
Community and Protective Services – FCSS/Special Events Coordinator and Administrative Clerk
Legislative and Land Services
Public Services – Administrative clerk
Planning and Engineering

(c) Regular Working Hours for Lifeguards are as follows:

A regular shift can vary between four (4) to eight (8) hours/day, up to forty (40) hours per week.

If a lifeguard works a regular shift in excess of eight hours per day, or forty (40) hours per week, then overtime shall be paid as per subsection (e) and (f).

The Employer is not required to provide twenty-four (24) hours' notice of shift change and as such the Employee is not entitled to receive two times (2X) the regular pay.

(d) Regular Working Hours for Landfill Scale Operators are as follows:

Ten (10) hours shifts Monday through Friday and an eight and one half (8.5) hour shift on Saturday.

If a Landfill Scale Operator works in excess of ten (10) hours per day Monday through Friday or eight and one half (8.5) hours Saturday or forty (40) hours per week, then overtime shall be paid as per subsections (e) and (f).

Twenty-four (24) hours' notice shall be given by Management for any shift change. Employee(s) shall receive two times (2X) the regular pay for all hours worked in the shift where the requisite notice was not provided.

(e) If an Employee is working a regular daily shift of eight (8) hours, overtime is to be paid for any hours worked in excess of the eight (8) hours per day, at the rate of one and one-half (1½x) regular rate of pay. If an Employee is working a regular daily shift of seven and one half (7.5) hours, overtime is to be paid for any hours worked in excess of the seven and one half (7.5) hours per day, at the rate of one and one-half time (1½x) regular rate of pay.

(f) Employees required to work on paid holidays shall be paid one and one-half times (1½x) their normal rate of pay, plus a normal day's pay.

(g) Employees shall receive one and one-half times (1½x) regular pay for the first six (6) hours of overtime worked in a work week. Any further overtime hours shall be double time (2 x) regular rate.

Employees may bank and take overtime provided the total number of overtime hours banked does not exceed forty (40) hours in a calendar year. All banked time not used will be paid out at straight time on the last pay of each year. Time off in lieu of overtime worked shall not be taken unless agreed to by the Employer and Employee. Upon written request, banked time may be carried over into the new year.

(h) Public Services and Community and Protective Services outside staff shall be allotted two (2) fifteen (15) minute paid rest breaks, one (1) in between start time and lunch break and one (1) in between lunch break and end of regular work day, and a twenty (20) minute paid lunch break, which shall be taken on job site whenever possible. Rest breaks shall not be taken immediately preceding or following lunch breaks.

Notwithstanding (f) above, between approximately May 1 and September 1 of each year, the Employees in Public Services and Community and Protective Services outside staff whose hours of work become seven (7) am to three (3) pm shall be allotted one (1) fifteen (15) minute paid rest break between start time and lunch break and one thirty-five (35) minute paid lunch break.

(i) Employees working at Town Hall: Rest and lunch breaks shall be determined within their offices. Paid rest breaks will be fifteen (15) minutes in each half of the normal workday. Employees working at Town Hall whose regular hours of work are seven and one-half (7 ½) hours per day shall be allotted a sixty (60) minute unpaid lunch break. Rest breaks shall not be taken immediately preceding or following lunch breaks.

(j) Shift schedules will be discussed between the Employees involved to attempt an amicable schedule. Where an Employee's shift changes starting times, they shall receive a minimum of ten (10) hours rest between shifts unless otherwise mutually agreed. Employees will be compensated at two times (2x) the regular rate of pay for the entire first shift in the event the requisite notice was not provided.

15.02 CALL OUT AND STANDBY

When an Employee is called to work that has not been scheduled, the Employee shall be entitled to:

(a) Minimum compensation equal to four (4) regular hours pay or the applicable overtime rate for the time worked, whichever is greater. Overtime worked as a result of a call out shall be included in the cumulative amount of overtime worked for the relevant work week.

(b) The rates of pay referred to in (a) for call-outs apply to all Employees, except Employees who are on standby.

(c) Employees who are on standby shall earn twenty five ($25.00) dollars per day Monday to Friday and thirty ($30.00) dollars per day weekends and holidays, plus minimum compensation equal to two (2) hours regular pay for each call-out or the applicable overtime rate for the hours worked, whichever is the greater.

(d) Overtime and call-out time shall be divided equally where possible, among the Employees who are willing and qualified to perform the work available.

(e) Overtime shall be on a voluntary basis where possible, except in cases of emergency, and divided as equally as possible amongst the qualified Employees.

ARTICLE 16: PAID HOLIDAYS

16.01 PAID HOLIDAYS

The Employer recognizes the following as paid holidays for Employees holding permanent positions:

New Year's Day	Canada Day	Remembrance Day
Good Friday	Civic Holiday	December 24th
Family Day	Thanksgiving Day	Christmas Day
Victoria Day	Labour Day	Boxing Day

ARTICLE 17: VACATIONS

17.01 VACATION

(a) An Employee holding a permanent position, except when a permanent position is being temporarily filled by a non-permanent Employee, shall accrue vacation in accordance with 17.01(c).

(b) Employees other than permanent with less than one (1) year employment shall be paid four percent (4%) of regular earnings in addition to wages due.

(c) Vacation pay will normally be based on the Employee's classification. Any Employee working in a higher classification immediately prior to Annual Holidays will be paid for vacation at that classification rate, providing that he has been working full time in that classification for at least one (1) full calendar month, preceding commencement of vacation. No Employee who has been working such higher classification shall be reverted back to their lower classification to intentionally prevent them from receiving the higher rate of pay while on vacation. The Employee shall have the right to appeal through the grievance procedure.

(d) Following the anniversary date of a permanent Employee, the annual vacation they are entitled to shall be:
After probation.....11 days
After two (2) years.....15 days
After seven (7) years.....20 days
After fifteen (15) years.....25 days
After twenty (20) years.....30 days

17.02 BANKING VACATION CREDITS

An Employee shall be entitled to carry over (past December 31st of any year) their annual eligible allowance as per Article 17.01 (d). Any amount above their eligible allowance will not be paid out. Employee(s) may request in writing the ability to carry over more than their annual entitlement. Such requests will not be unreasonably denied.

Notwithstanding the above, every Employee is required to take at minimum two (2) weeks' vacation every calendar year.

On or near September 1st of each year the Employer will calculate the accumulated vacation to date and add it to the projected accumulation to December 31st. If the total is estimated to exceed the carry over allowance in this clause, the Employer will meet with the Employee to discuss scheduling of vacation. Should an agreement on mutually beneficial vacation time not be reached, or should the Employee not wish to meet with the Employer, the Employer will choose the vacation dates and times for the Employee in order for them to be in compliance with this section.

17.03 APPROVED LEAVE OF ABSENCE DURING VACATION

Where an Employee qualifies for bereavement leave during their period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation or reinstated for use at a later date, at the Employee's option, as mutually agreed. All Employees are required to provide proof of bereavement upon return to work.

ARTICLE 18: SICK LEAVE PROVISIONS

18.01 SICK LEAVE DEFINED

Sick leave means the period of time an Employee is absent from work with full pay by virtue of being sick or disabled, exposed to a contagious disease, or under examination or treatment of a Medical Practitioner. An Employee may be required to produce a certificate from a qualified Medical Practitioner for any illness in excess of three (3) working days, certifying that such an Employee is unable to carry out their duties due to illness. Notwithstanding the foregoing, the Town reserves the right to request a Certificate from a Medical Practitioner, for just and reasonable cause at any time when a claim for sick pay is being made and will pay charges incurred for obtaining the medical note to a maximum of twenty-five ($25.00) dollars.

18.02 AMOUNT OF PAID SICK LEAVE

All new Employees begin their employment with two (2) days of sick leave. Sick leave shall be earned at the rate of one and one half (1 ½) days per month for every month a permanent Employee is employed to a maximum of eighteen (18) days.

Employees who have over eighteen (18) days as of February 1, 2020 will maintain their bank but will not accrue any further days until their bank drops below eighteen (18) days.

18.03 DEDUCTION FROM SICK LEAVE

A deduction shall be made from current accumulated sick leave of all normal working days and/or hours (exclusive of holidays) absent for sick leave.

18.04 SICK LEAVE DURING LEAVE OF ABSENCE AND LAYOFF

When a permanent Employee is given leave of absence for any reason, they shall not receive sick leave credit for the period of such absence on their return to work. When a permanent Employee is laid off on account of lack of work, they shall not receive sick leave credits for the period of such absence but shall retain their cumulative credit, if any, existing at the time of such layoff.

18.05 SICK LEAVE RECORDS

As soon as possible, after the close of each calendar year, the Employer shall advise each Employee in writing of the amount of sick leave accrued to their credit.

ARTICLE 19: LEAVE OF ABSENCE

19.01 NEGOTIATION PAY PROVISIONS

(a) Representatives of the Union shall not suffer any loss of pay or benefits for a period not exceeding forty (40) hours each whilst involved in negotiations with the Employer.

(b) The parties hereto agree that the negotiation committee as appointed by the respective parties should not exceed four (4) persons from each party. The Employer agrees to pay two (2) Employees for negotiations, not exceeding forty (40) hours each, held during working hours.

19.02 LEAVE OF ABSENCE FOR UNION FUNCTIONS

Upon request to the Employer, and upon giving notice of ten (10) working days, an Employee elected or appointed to represent the Union at conventions or to attend executive and committee meetings of CUPE, its affiliated or chartered bodies and any labour organizations with which the Union is affiliated, based on operational requirements, shall be allowed leave of absence, with pay and the Employer will invoice CUPE Local 46.

Notwithstanding the above, depending on unforeseen circumstances, a shorter time frame of notification may be considered.

19.03 LEAVE OF ABSENCE FOR FULLTIME UNION OR PUBLIC DUTIES

(a) The Employer recognizes the legislated requirements for allowing an Employee to participate in public affairs, therefore, upon written request, and within the applicable legislative requirements, the Employer shall allow leave of absence so that the Employee may be a candidate in Federal, Provincial, or Municipal Elections.

(b) An Employee who is elected to public office shall comply with the legislated provisions for resignation. If there is no legislated requirement, the Employer will grant leave of absence for a maximum of one term the Employee remains in office.

(c) An Employee who is elected or appointed to a position, which has a term of office, with the Union (or anybody with which the Union is affiliated) shall be granted leave of absence and maintain seniority for a period of one (1) year from the date the appointment becomes effective. Such leave shall be renewed each year on request during the Employee's time in office.

(d) An Employee who makes application and is hired to a position with the Union, or anybody with whom the Union is affiliated, shall be granted leave of absence for one (1) year from the date the appointment takes place.

19.04 PAY DURING LEAVE OF ABSENCE FOR UNION WORK OR CONVENTION

An Employee shall receive the pay and benefits provided for in this Agreement when on unpaid leave of absence for Union work or conventions. However, the Union shall reimburse the Employer for all pay and benefits during the period of absence.

19.05 PAID BEREAVEMENT LEAVE

(a) An Employee holding a permanent position shall be granted a maximum of five (5) consecutive regular scheduled working days off without loss of pay or benefits in the case of the death of an immediate family member. An Employee holding a seasonal position shall be granted a maximum of three (3) consecutive regular scheduled working days off without loss of pay or benefits in the case of the death of an immediate family member. The Employer reserves the right to ask for reasonable proof of the bereavement following the Employee's return to work.

DEFINITIONS – shall be applied as current relationships at time of death.

- Grandparent shall mean grandparent and step-grandparent.
- Parent shall mean biological parent, step-parent, parent of an adopted child, and legal guardian.
- Sibling shall mean sister, step-sister, brother, stepbrother.
- Spouse shall mean current spouse, and common-law spouse.
- Common-Law Spouse shall mean any common-law relationships (including same-sex relationships) where the couple has been co-habituating for a minimum of one (1) year.
- Child shall mean son, step-son, daughter, step-daughter, foster child, and ward.
- Ward shall mean a minor or adult under the care of a legal guardian.
- Aunt/Uncle shall mean the sibling of a parent.
- Immediate family member shall be interpreted to mean the following relatives:

EMPLOYEE	CURRENT SPOUSE
Grandparent	Grandparent
Parent	Parent
Sibling	Sibling
Spouse of sibling	Spouse of a sibling
Spouse	Aunt/Uncle
Child	
Son-in-law / Daughter-in-law	
Grandchild	
Aunt/Uncle	
Ward	

(b) In recognition of the fact that circumstances which call for bereavement leave are based on individual circumstances, the Employer, on request, may grant additional bereavement leave but without pay. When granted, the Employee may utilize vacation time or banked overtime.

19.06 MOURNER'S LEAVE

One (1) day leave shall be granted without pay to attend a funeral as a pallbearer or mourner.

19.07 MATERNITY/PARENTAL AND ADOPTION LEAVE

(a) An Employee shall be granted maternity/parental and adoption leave in accordance with the provisions of the *Employment Standards Code.*

(b) When an Employee decides to return to work, after maternity/parental or adoption leave, they shall provide the Employer with at least four (4) weeks' notice.

(c) On return from maternity/parental or adoption leave, the Employee shall be placed at least in their former position. If the former position no longer exists, they shall be placed in a position in their department of equal rank and value at the same rate of pay.

19.08 PERSONAL LEAVE

(a) Upon approval from the relevant out-of-scope supervisor, in any one (1) calendar year, not more than two (2) days shall be taken to attend to an Employee's personal needs. Any time used under this provision shall be deducted from the Employee's sick leave bank and will be calculated in half (1/2) or full day increments.

(b) Approval will not be denied in the case of emergent situations.

19.09 JURY DUTY LEAVE

The Employer shall grant leave of absence without loss of seniority benefits to an Employee who serves as a juror or witness in any court or who is required by subpoena to attend a court of law or coroner's inquest. The Employer shall pay such an Employee the difference between normal earnings and the payment received for jury service or court witness, excluding payment for traveling, meals or other expenses. The Employee will present proof of service and the amount received. Time spent by an Employee required to appear before any government body, or who is subpoenaed to attend a coroner's inquest or is required to serve as a court witness in any matter arising out of their employment shall be considered as time worked at the appropriate rate of pay.

ARTICLE 20: PAYMENT OF WAGES & ALLOWANCES

20.01 PAY DAYS

(a) The Employer shall pay salaries and wages bi-weekly in accordance with Attachment 1 (attached hereto) and forming part of this Collective Agreement. On each payday, each Employee shall be provided with an itemized statement of wages, overtime, and other supplementary pay and deductions.

(b) The Employer may not make deductions from wages or salaries unless authorized by statute, court order, arbitration order, this Collective Agreement, or by the Employee's written consent.

20.02 EQUAL PAY FOR EQUAL WORK

Employees shall receive equal pay for equal work, regardless of sex.

20.03 PAY ON PROMOTION, RECLASSIFICATION OR TEMPORARY TRANSFER TO A HIGHER RATED JOB (RELIEF)

(a) When an Employee is assigned by their Department Manager to a higher paying position, and the assigned period is in excess of seven and one half (7 ½) hours, the Employee shall receive the rate of pay for that position which corresponds to where their current salary is on the grid. The rate of pay will be administered for the entire time once seven and one half (7 ½) hours has been exceeded.

(b) When an Employee is assigned by their Department Manager to a higher paying position outside the bargaining unit, and the assigned period is in excess of three (3) days but not more than thirty (30) days, the Employee shall receive the higher of the start rate of the position filled or ten (10%) over the Employee's current rate of pay. The Employee shall be deemed to be covered by all provisions of this Collective Agreement, including checkoff of Union Dues during the period of temporary transfer.

(c) In either of the above the Employee(s) must be willing and able to accept the designation.

20.04 RETROACTIVE PAY

(a) Retroactive salary adjustment increases shall apply to all Employees who have been employed by the Town for any period dating from the effective date of this Collective Agreement to the date upon which this Collective Agreement is actually signed and implemented.

(b) If retroactive pay cannot be processed by direct deposit, the Employee shall request such pay within sixty (60) days after the issuing of retroactive pay cheques.

ARTICLE 21: PERMANENT EMPLOYEE BENEFIT PLANS

21.01 EMPLOYER CONTRIBUTIONS TO HOSPITAL, MEDICAL, DENTAL INSURANCE AND VISION CARE

(a) The Town administers and pays one hundred percent (100%) of Employee Benefit Services, Long Term Disability, Group Life, Accidental Death and Dismemberment, Short-Term Disability and Vision Care for all permanent Employees upon eligibility. The Vision Care component of the benefit program provides for prescription eyeglasses, prescription contact lenses, or laser eye surgery. Permanent Employee(s) and their dependent(s) will be provided three hundred (300.00) dollars every twenty-four (24) months.

(b) The Town provides a pension plan compulsory after one (1) year of employment in accordance with the Local Authorities Pension Plan. The first year of pension can be repurchased upon request from the Employee to the Employer.

(c) The Town will provide dental coverage to permanent Employees upon eligibility, of which the Town will pay seventy-five percent (75%) of the coverage and the Employee will pay twenty-five percent (25%) of the coverage.

(d) The Town will provide an "Opt-up" option as an available benefit choice, the Employee will pay a premium for the additional coverage. Once selected the "Opt-up" plan option must be in place for a two (2) year term, with the ability to adjust back to the "Core" plan once the two (2) year term expires. In the event an alternative split in Employer/Employee premiums occurs inside an existing two (2) year term, the Employer/Employee premiums will remain the same until the expiration of the existing term.

(e) Health Spending Account:

Effective April 1, 2010 the Town will commence, for all permanent Employees, a Health Spending Account. Eligible Employees shall be actively at work, on maternity leave, or sick leave or long-term disability. The Town will contribute annually, an amount of two hundred ($200.00) dollars for all permanent Employees.

(f) Health & Wellness Account:

Effective January 1, 2020 the Town will commence, for all permanent Employees, a Health & Wellness Account. Eligible Employees shall be actively at work, on maternity leave, sick leave or long-term disability. The Town will contribute annually, an amount of one hundred twenty-five ($125.00) dollars for all permanent Employees. Any unused portion will not carry forward into the next year.

(g) Should the Government of Alberta reinstate *Alberta Health Care* Premiums to the Public, both parties (Union and Employer) shall immediately meet to negotiate *Alberta Health Care* Premiums in relationship to the Health Spending Account.

21.02 BENEFIT PREMIUMS WHILE ON LEAVE

(a) For all leave, except for maternity or Short-term disability, or unless otherwise specifically provided herein, upon application by the Employee in writing to remain on the benefit plan, the Employee on leave is responsible for all (100%) of the cost of all benefit premiums during the full term of the leave.

(b) For Employees on long term disability, upon application by the Employee in writing to remain on the benefit plan, the Town shall pay the Town's portion of eligible benefit premiums for a period of one (1) month for each year of service to a maximum period of twelve (12) months, after which the Employee on leave, upon application by the Employee in writing to remain on the benefit plan, is responsible for all (100%) of the cost of all benefit premiums during the full term of the leave.

(c) While an Employee is on maternity, or short-term disability, upon application by the Employee in writing to remain on the benefit plan, the Town shall pay the Town's portion of eligible benefit premiums for a period of eighteen (18) weeks. For any period in excess of eighteen (18) weeks, upon application by the Employee in writing to remain on the benefit plan, the Employee shall be responsible for all (100%) of all eligible benefit premiums for the full term of the leave.

(d) While an Employee is on leave for Workers Compensation, upon application by the Employee in writing to remain on the benefit plan, the Town shall pay the Town's portion of eligible benefit premiums for a period of one (1) month for each year of service, to a maximum period of twelve (12) months. After this period, the Employee on leave, upon application by the Employee in writing to remain on the benefit plan, is responsible for all (100%) of the cost of all benefit premiums for the term of eligibility.

(e) While on leave, the Employer shall invoice the Employee monthly for any applicable benefit premiums, and the Employee shall ensure the premiums are paid forthwith. In the event of nonpayment, the Employer may proceed to restrict access to the benefit program and proceed with any other collection procedures necessary.

(f) The monies associated with Vision Care as per Section 21.01(d) will continue to be available to Employees while on short term Disability, a long-term disability or maternity leave.

ARTICLE 22: JOB SECURITY

22.01 RESTRICTIONS ON CONTRACTING-OUT

There will be no layoffs due to contracting out of work or services presently performed by the Employees.

Notwithstanding the above, in the event the Town plans to contract out work that would result in the layoff of members of the bargaining unit, the Town agrees to consult with the Union four (4) months in advance.

ARTICLE 23: PRESENT CONDITIONS TO CONTINUE

23.01 PRESENT CONDITIONS TO CONTINUE

All rights, benefits, privileges, and working conditions which Employees now enjoy, receive or possess shall continue, insofar as they are consistent with this Agreement, unless modified by mutual agreement between the Employer and the Union.

ARTICLE 24: TERM OF AGREEMENT

24.01 CHANGES IN THE AGREEMENT

Any changes deemed necessary to this Agreement may be made by mutual agreement at any time during the existence of this Agreement and form part of this Collective Agreement.

24.02 DURATION TO BE NEGOTIATED

This Agreement shall be binding and remain in effect from the 1st of January 2020 to the 31st day of December 2023 and from year to year thereafter unless one party gives to the other party, not less than sixty (60) days nor more than one hundred and twenty (120) days prior to the expiry date of this Agreement, notice in writing to commence Collective Bargaining.

24.03 EXCHANGE OF PROPOSED AMENDMENTS

The parties shall exchange details of the Articles proposed to be amended at the first meeting, after notice has been given to commence collective bargaining, which has been arranged for this purpose. Once the proposed amendments are exchanged Collective Bargaining will be restricted to those Articles of the Collective Agreement exchanged, unless otherwise mutually agreed by the parties.

ARTICLE 25: ADDITIONAL RATES & SPECIAL CONDITIONS

25.01 LEAD HAND

Any Employee designated by the Employer as being a lead hand shall be paid over and above their regular hourly rate an additional one dollar and fifteen cents ($1.15) per hour.

(a) The Employee must be willing and able to accept the designation.

25.02 SPECIAL CERTIFICATIONS

The Employer incorporates remuneration for various certifications in a number of positions. These certifications are included in the position descriptions and are deemed conditions of employment specific to those positions.

(a) Where an Employee is hired into a position without holding the certification specific to the position they were hired to, the Employer may provide a term for which to acquire the certification, as a time-specific condition of employment. At the sole discretion of the Employer, where an Employee has not obtained the required certification, yet has actively pursued acquiring the certification, the Employer may grant (in writing) an extension of time, which the Employer deems reasonable, to obtain any required certification. However, where the time provided to obtain the certification at the time of hiring is less than one (1) year, the Employee shall not advance beyond the "Start Rate" or "Probationary Rate" until such certification is obtained. Where the time provided to obtain the certification at the time of hiring is greater than one (1) year, the Employee shall not advance beyond the "One Year Rate" until certification is obtained.

In addition, advancement to any further increments shall be allocated using the date the 'special certification' was obtained, not the start date as the date from which further wage increments are allocated.

(b) Any Employee in a position where a 'special certification' is included as a requirement and either originally established as, or deemed a condition of employment, who does not maintain the 'special certification', the Employee's rate of pay shall be immediately reverted back to the "One Year Rate". Further to this, the Employer shall establish a reasonable term for which the 'special certification' must be re-acquired. Failure of the Employee to obtain any such 'special certification' within the established term shall result in a termination procedure.

25.03 SHIFT DIFFERENTIAL

Employee(s) required to work regularly scheduled hours between 6:00 p.m. and 6:00 a.m. shall be paid a shift differential of one dollar and seventy-five cents ($1.75) per hour for all hours worked between these hours.

ARTICLE 26: CLASSIFICATIONS

26.01 CLASSIFICATIONS

(a) The classification system consists of rates. On the Employee's anniversary date, the Employee shall progress to the next rate provided a satisfactory performance evaluation has been received by the Employee's immediate out of scope Supervisor. If the Employee receives an unsatisfactory performance evaluation, the Employee will be re-evaluated within ninety (90) calendar days. Should an annual evaluation not take place prior to the anniversary date or the re-evaluation within ninety (90) calendar days, the Employee will automatically progress to the next rate. In either case, the Employee's date of hire remains the same for all future wage increases.

Management holds the right to establish an individual (internal or external applicant) into any rate based on market conditions and pertinent experience specific to the position.

(b) Classifications are agreed to as per Attachment 1.

ARTICLE 27: PROTECTIVE CLOTHING

27.01 GLOVES

The Employer shall provide suitable gloves to all Employees that require them; gloves will be replaced at the discretion of the Department Head.

27.02 COVERALLS

The Employer shall provide for one (1) pair of winter and one (1) pair of summer coveralls to every permanent outside Employee on an as required basis in the opinion of the Department Head.

27.03 JACKETS & HATS

(a) At the Department Heads discretion, Employees working in environments where identification is advantageous will be provided with suitable t-shirts, or jackets and hats. This will normally be for Employees at the arena, swimming pool, utility meter readers, or other positions where the Department Head feels identification is a factor. This identifiable clothing shall be replaced when required at the discretion of the Department Head. The Department Head may restrict the use of any such clothing to the workplace.

(b) The Animal Control/Bylaw Enforcement Officer shall be provided uniforms by the Town of Redcliff in accordance with standard municipal bylaw enforcement for the purposes of identification.

27.04 RUBBER BOOTS & SUITS

The Employer shall provide rubber boots and rubber suits as required to all outside Employees at the discretion of the Department Head.

27.05 SAFETY FOOTWEAR

The Employer shall provide for an allowance of one hundred fifty ($150.00) dollars per year towards the purchase of safety footwear to all permanent outside Employees following six (6) months of continuous employment and following presentation of proof of purchase. This provision may be accumulated for two (2) years. No purchase that is made prior to any accumulation will be reimbursed.

27.06 SMOCKS

The Employer shall insure that smocks will be available to inside Employees who are engaged in areas of their workplace that their clothing may readily become soiled. For example: photocopy room, computer room.

27.07 GENERAL

It shall be the understanding that all clothing with exception of footwear that is provided for by the Town shall not be used by the Employees while not performing as an Employee of the Town of Redcliff.

Attachment # 1 CLASSIFICATION FOR EMPLOYEES - January 1, 2020 (0% Increase)

CLASSIFICATIONS	*Start Rate $*	*Step 2 Rate $*	*Step 3 Rate $*	*Step 4 Rate $*	*Step 5 Rate $*
Accounting Technician	30.25	31.25	*32.26*	33.25	*34.24*
Bylaw Enforcement Officer	*30.87*	*31.86*	*32.86*	*33.86*	*34.85*
Clerk 1	*19.40*	*20.40*	*21.40*	*22.40*	*23.39*
Clerk 2	*21.52*	*22.52*	*23.50*	*24.52*	*25.50*
Clerk 3	*22.25*	*23.25*	*24.26*	*25.25*	*26.22*
Development Officer	*28.76*	*29.76*	*30.76*	*31.76*	*32.76*
Engineering Technician 1	*27.20*	*28.20*	*29.34*	*30.20*	*31.46*
GIS/Engineering Technician 2	*31.05*	*32.05*	*33.18*	*34.05*	*35.32*
Parks and Facility Operator	*24.42*	*25.42*	*26.43*	*27.42*	*28.44*
FCSS/Special Events & CPS Coordinator	*25.30*	*26.30*	*27.27*	*28.30*	*29.28*
Heavy Duty Technician	*33.43*	*34.43*	*35.41*	*36.43*	*37.41*
Landfill Scale Operator	*19.11*	*19.74*	*20.39*	*21.07*	*21.76*
Landfill Supervisor	*29.11*	*30.11*	*31.11*	*32.11*	*33.11*
Municipal Accountant (without designation)	*31.83*	*32.35*	*32.88*	*33.32*	*33.76*
Municipal Works Supervisor	*29.82*	*30.82*	*31.83*	*32.82*	*33.81*
Pool Cashier	15.78	*16.30*	*16.84*	*17.39*	*17.97*
Pool Lifeguard	19.80	*20.45*	*21.13*	*21.83*	*22.55*
Pool Manager	24.32	*25.12*	*25.95*	*26.81*	*27.69*
Pool Supervisor	21.81	*22.53*	*23.27*	*24.04*	*24.83*
Public Services & Parks Labourer	19.11	*19.74*	*20.39*	*21.07*	*21.76*
Public Services Operator 2	24.42	25.42	26.43	27.42	28.44
Public Services Operator 3	25.88	26.88	27.85	28.88	29.85
Utility Operator	24.74	25.74	26.70	27.74	28.70
Water Treatment Plant Operator	32.40	33.40	34.40	35.40	36.39
Water Treatment Plant Supervisor	34.84	35.84	36.84	37.84	38.83
Water Treatment Plant Operator – Level 3 Cert.	34.40	35.40	36.40	37.40	38.39
Water Treatment Plant Supervisor – Level 3 Cert.	36.84	37.84	38.84	39.84	40.83

Water Treatment Plant Operator – Level 3 Cert. and Water Treatment Plant Supervisor – Level 3 Cert. will be maintained at two (2) dollars above the Water Treatment Plant Operator and Water Treatment Plant Supervisor respectively.

The Employer pays re-certification for Water Safety Instructor certificates.

Attachment # 2 CLASSIFICATION FOR EMPLOYEES - January 1, 2021(1% Increase)

CLASSIFICATIONS	*Start Rate $*	*Step 2 Rate $*	*Step 3 Rate $*	*Step 4 Rate $*	*Step 5 Rate $*
Accounting Technician	30.55	31.56	*32.58*	33.58	*34.58*
Bylaw Enforcement Officer	*31.18*	*32.18*	*33.19*	*34.20*	*35.20*
Clerk 1	*19.59*	*20.60*	*21.61*	*22.62*	*23.62*
Clerk 2	*21.74*	*22.75*	*23.74*	*24.77*	*25.76*
Clerk 3	*22.47*	*23.48*	*24.50*	*25.50*	*26.48*
Development Officer	*29.05*	*30.06*	*31.07*	*32.08*	*33.09*
Engineering Technician 1	*27.47*	*28.48*	*29.63*	*30.50*	*31.77*
GIS/Engineering Technician 2	*31.36*	*32.37*	*33.51*	*34.39*	*35.67*
Parks and Facility Operator	*24.66*	*25.67*	*26.69*	*27.69*	*28.72*
FCSS/Special Events & CPS Coordinator	*25.55*	*26.56*	*27.54*	*28.58*	*29.57*
Heavy Duty Technician	*33.76*	*34.77*	*35.76*	*36.79*	*37.78*
Landfill Scale Operator	*19.30*	*19.94*	*20.59*	*21.28*	*21.98*
Landfill Supervisor	*29.40*	*30.41*	*31.42*	*32.43*	*33.44*
Municipal Accountant (without designation)	*32.15*	*32.67*	*33.21*	*33.65*	*34.10*
Municipal Works Supervisor	30.12	*31.13*	*32.15*	*33.15*	*34.15*
Pool Cashier	15.94	*16.46*	*17.01*	*17.56*	*18.15*
Pool Lifeguard	20.00	*20.65*	*21.34*	*22.05*	*22.78*
Pool Manager	24.56	*25.37*	*26.21*	*27.08*	*27.97*
Pool Supervisor	22.03	*22.76*	*23.50*	*24.28*	*25.08*
Public Services & Parks Labourer	19.30	*19.94*	*20.59*	*21.28*	*21.98*
Public Services Operator 2	24.66	25.67	26.69	27.69	28.72
Public Services Operator 3	26.14	27.15	28.13	29.17	30.15
Utility Operator	24.99	26.00	26.97	28.02	28.99
Water Treatment Plant Operator	32.72	33.73	34.74	35.75	36.75
Water Treatment Plant Supervisor	35.19	36.20	37.21	38.22	39.22
Water Treatment Plant Operator – Level 3 Cert.	34.72	35.73	36.74	37.75	38.75
Water Treatment Plant Supervisor – Level 3 Cert.	37.19	38.20	39.21	40.22	41.22

Water Treatment Plant Operator – Level 3 Cert. and Water Treatment Plant Supervisor – Level 3 Cert. will be maintained at two (2) dollars above the Water Treatment Plant Operator and Water Treatment Plant Supervisor respectively.

The Employer pays re-certification for Water Safety Instructor certificates.

Attachment # 3 CLASSIFICATION FOR EMPLOYEES - January 1, 2022 (1.25% Increase)

CLASSIFICATIONS	*Start Rate $*	*Step 2 Rate $*	*Step 3 Rate $*	*Step 4 Rate $*	*Step 5 Rate $*
Accounting Technician	30.93	31.95	*32.99*	34.00	*35.01*
Bylaw Enforcement Officer	*31.57*	*32.58*	*33.60*	*34.63*	*35.64*
Clerk 1	*19.85*	*20.86*	*21.88*	*22.90*	*23.92*
Clerk 2	*22.01*	*23.03*	*24.04*	*25.08*	*26.08*
Clerk 3	*22.75*	*23.77*	*24.81*	*25.82*	*26.81*
Development Officer	*29.41*	*30.44*	*31.46*	*32.48*	*33.50*
Engineering Technician 1	*27.81*	*28.84*	*30.00*	*30.88*	*32.17*
GIS/Engineering Technician 2	*31.75*	*32.77*	*33.93*	*34.82*	*36.12*
Parks and Facility Operator	*24.97*	*25.99*	*27.02*	*28.04*	*29.08*
FCSS/Special Events & CPS Coordinator	*25.87*	*26.89*	*27.89*	*28.94*	*29.94*
Heavy Duty Technician	*34.18*	*35.20*	*36.21*	*37.25*	*38.25*
Landfill Scale Operator	*19.54*	*20.19*	*20.85*	*21.55*	*22.25*
Landfill Supervisor	*29.77*	*30.79*	*31.81*	*32.84*	*33.86*
Municipal Accountant (without designation)	*32.55*	*33.08*	*33.63*	*34.07*	*34.53*
Municipal Works Supervisor	30.50	*31.52*	*32.54*	*33.56*	*34.58*
Pool Cashier	16.14	*16.67*	*17.22*	*17.78*	*18.38*
Pool Lifeguard	20.25	*20.91*	*21.61*	*22.33*	*23.06*
Pool Manager	24.87	*25.69*	*26.54*	*27.42*	*28.32*
Pool Supervisor	22.31	*23.03*	*23.79*	*24.58*	*25.39*
Public Services & Parks Labourer	19.54	*20.19*	*20.85*	*21.55*	*22.25*
Public Services Operator 2	24.97	25.99	27.02	28.04	29.08
Public Services Operator 3	26.47	27.49	28.48	29.53	30.53
Utility Operator	25.30	26.33	27.31	28.37	29.35
Water Treatment Plant Operator	33.13	34.15	35.17	36.20	37.21
Water Treatment Plant Supervisor	35.63	36.65	37.68	38.70	39.71
Water Treatment Plant Operator – Level 3 Cert.	35.13	36.15	37.17	38.20	39.21
Water Treatment Plant Supervisor – Level 3 Cert.	37.63	38.65	39.68	40.70	41.71

Water Treatment Plant Operator – Level 3 Cert. and Water Treatment Plant Supervisor – Level 3 Cert. will be maintained at two (2) dollars above the Water Treatment Plant Operator and Water Treatment Plant Supervisor respectively.

The Employer pays re-certification for Water Safety Instructor certificates.

Attachment # 4 CLASSIFICATION FOR EMPLOYEES - January 1, 2023 (1.5% Increase)

CLASSIFICATIONS	*Start Rate $*	*Step 2 Rate $*	*Step 3 Rate $*	*Step4 Rate$*	*Step 5 Rate $*
Accounting Technician	31.39	32.43	*33.48*	34.51	*35.54*
Bylaw Enforcement Officer	*32.04*	*33.07*	*34.10*	*35.15*	*36.17*
Clerk 1	*20.15*	*21.17*	*22.21*	*23.24*	*24.28*
Clerk 2	*22.34*	*23.38*	*24.40*	*25.46*	*26.47*
Clerk 3	*23.09*	*24.13*	*25.18*	*26.21*	*27.21*
Development Officer	*29.85*	*30.90*	*31.93*	*32.97*	*34.00*
Engineering Technician 1	*28.23*	*29.27*	*30.45*	*31.34*	*32.65*
GIS/Engineering Technician 2	*32.23*	*33.26*	*34.44*	*35.34*	*36.66*
Parks and Facility Operator	*25.34*	*26.38*	*27.43*	*28.46*	*29.52*
FCSS/Special Events & CPS Coordinator	*26.26*	*27.29*	*28.31*	*29.36*	*30.39*
Heavy Duty Technician	*34.69*	*35.73*	*36.75*	*37.81*	*38.82*
Landfill Scale Operator	*19.83*	*20.49*	*21.16*	*21.87*	*22.58*
Landfill Supervisor	*30.22*	*31.25*	*32.29*	*33.33*	*34.37*
Municipal Accountant (without designation)	*33.04*	*33.58*	*34.13*	*34.58*	*35.05*
Municipal Works Supervisor	30.96	*31.99*	*33.03*	*34.06*	*35.10*
Pool Cashier	16.38	*16.92*	*17.48*	*18.05*	*18.66*
Pool Lifeguard	20.55	*21.22*	*21.93*	*22.66*	*23.41*
Pool Manager	25.24	*26.08*	*26.93*	*27.83*	*28.74*
Pool Supervisor	22.64	*23.38*	*24.15*	*24.95*	*25.77*
Public Services & Parks Labourer	19.83	*20.49*	*21.15*	*21.87*	*22.58*
Public Services Operator 2	25.34	26.38	27.43	28.46	29.52
Public Services Operator 3	26.87	27.90	28.91	29.97	30.99
Utility Operator	25.68	26.72	27.72	28.80	29.79
Water Treatment Plant Operator	33.63	34.66	35.70	36.74	37.77
Water Treatment Plant Supervisor	36.16	37.20	38.25	39.28	40.31
Water Treatment Plant Operator – Level 3 Cert.	35.63	36.66	37.70	38.74	39.77
Water Treatment Plant Supervisor – Level 3 Cert.	38.16	39.20	40.25	41.28	42.31

Water Treatment Plant Operator – Level 3 Cert. and Water Treatment Plant Supervisor – Level 3 Cert. will be maintained at two (2) dollars above the Water Treatment Plant Operator and Water Treatment Plant Supervisor respectively.

The Employer pays re-certification for Water Safety Instructor certificates.

THE UNDERSIGNED HEREBY CERTIFY that the foregoing Collective Agreement sets forth properly the terms and conditions agreed upon in Negotiations.

LETTER OF UNDERSTANDING #1
BETWEEN

TOWN OF REDCLIFF
(hereinafter referred to as the "Employer")

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, Local 46
(hereinafter referred to as the "Union")

RE: Bylaw Enforcement Officer Out of Scope

The parties agree that the Bylaw Enforcement Officer shall be considered an out-of-scope position as long as Barry Steier holds the position. Once Mr. Steier is no longer employed, for any reason, in this position, any subsequent Bylaw Enforcement Officer(s) will be in the scope of the Union.

Date: Apl 22, 2020 Date: Apl 7, 2020

[redacted]

LETTER OF UNDERSTANDING #2
BETWEEN

TOWN OF REDCLIFF
(hereinafter referred to as the "Employer")

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, Local 46
(hereinafter referred to as the "Union")

RE: Grandfathering

The parties agreed to move to a 5-step grid under the following parameters.

1) All Employees with one (1) or more years of service as of February 24th, 2020 will remain on the 3-step grid.

2) All Employees as of February 24th, 2020 in their first year of service, on their one (1) year anniversary date will move to step 3 of the 5-step grid and will then continue on the 5-step grid.

3) All new Employees as of February 24th, 2020 will be on the 5-step grid.

Date: April 22, 2020

SIGNED ON BEHALF OF THE
TOWN OF REDCLIFF

Date: June 7, 2020

SIGNED ON BEHALF OF THE
CANADIAN UNION OF PUBLIC

[redacted]